

Caroliners AS (Enterprise No. 933099628)

## BILL OF LADING

AMERICAN EXPORT LINES  
1 FRELINGHUYSEN AVENUE  
WARK, NJ 07114  
973-824-2333

ABISI FATUROTI SALIS  
1 FORECAST AUTOS 58  
IOLU, LAGOS NIGERIA

AS CONSIGNEE

M 177 43

PLACE OF RECEIPT BY  
PRE CARRIER

MING DEW 3

PORT OF LOADING

NEW YORK

IOS PORT COMPLEX

PLACE OF DELIVERY BY  
ON CARRIER

BOOKING NO.

102279

EXPORT REFERENCES

Shippers Ref: 208878

FORWARDING AGENT, FMC NO.

F.M.C.: 00000

NO FORWARDER USED ON THIS B/L

POINT AND COUNTRY OF ORIGIN OF GOODS

ALSO NOTIFY — ROUTING &amp; INSTRUCTIONS

USED UNITS-VARIOUS EXCEPTIONS  
AS PER SURVEY REPORTCARRIER NOT RESPONSIBLE IF  
PERSONAL EFFECTS PRESENTNotation  
DATE  
in Lagos.

LOADING PIER TERMINAL

TYPE OF MOVE

## PARTICULARS FURNISHED BY SHIPPER

NO. OF ITEMS	ITEM	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		<p>FREIGHT PRE-PAID</p> <p>1 2006 SUNNYBROOK TT DIMS: 412 X 100 X 132 AES: 223226283 XTN: AES-208878 V.I.N.: 4UBAS0R2361D73648</p> <p><i>driv</i></p> <p>16000LB (7258)</p> <p>3147CF (89.11)</p> <p>16000LB/CF FREIGHT L.I.F.O. 53, ADEDAYO MOKOOLU ST. ANTHONY VILLAGE LAGOS</p> <p><i>shipp date</i></p>		

ON BOARD: 05/19/06 SIGNATURE:

JERICHO, NEW YORK

THIS LIMITATION OF LIABILITY — TO APPLY WHEN GOODS ARE SHIPPED TO OR FROM A PORT IN THE  
UNITED STATES

I agree that the US\$ 500 shall apply to each container, or other package shipped, or in the case of unboxed vehicles, per freight  
unit, or each vehicle. In the event goods are not shipped in packages, the Carrier's liability will be limited to US\$ 500 for each  
freight unit. Unless a higher valuation is declared in the space above and the higher freight is paid, each Carrier's liability will  
not exceed US\$ 500 for each such package or consignment. (See reverse)

I declare that this vessel is in apparent good order and condition, weight, measure, marks & numbers, quality, contents and  
value unless specifically herein, for carriage to the port of destination or so near thereto as the vessel may safely get and lie always  
to be delivered in the like apparent good condition at the aforesaid port to Consignees or their Assigns. Freight as per note on the  
reverse and other charges incurred in accordance with the provisions in this Bill of Lading — Unless prepaid — to be paid by Consignees or  
their Assigns.



Case 1:07-cv-05949-VM Document 25  
**AMERICAN EXPORT LINES®**

## GLOBAL TRANSPORTATION COMPANY

SINCE 1974

TERMS DUE UPON RECEIPT	OUR REFERENCE AEL208129	DATE 03/10/06	INVOICE NO. AEL208129-1
TO FORECAST PARTNERS LTD. 42 BROADWAY RM1133 NEWYORK, NY 10004		REMIT TO AMERICAN EXPORT LINES 169 FRELINGHUYSEN AVENUE NEWARK, NJ 07114-0000 TEL: 973-824-2333 FAX (973) 824-8319	
AWB / B/L NO. AEL208129		DESCRIPTION OF CHARGES	
HAWB NO.		AMOUNT	
VESSEL / FLIGHT HUAL TRANSPORTER V54		OCEAN FREIGHT RO/RO- (3) -LAGOS	USD 3420.00
DEPARTURE / DATE ARRIVED 3/26/2006 /		DOCUMENTATION- (3) -LAGOS	USD 165.00
ORIGIN      DEST.      PIECES      WT (KGS)		INVOICE PAID BY CHECK 3/10/2006 CHECK#1214	USD -3585.00
NEWYOR      LAGOS			
CARGO DESCRIPTION			
REMARKS TOTAL: \$3,585.00			
I CHOOSE NOT TO PURCHASE INSURANCE <u>INITIAL</u> Consignee is responsible for port of entry and all destination charges			
Our Contact: JACQUELINE ANDINO RIVAS			
BALANCE DUE \$0.00			

RAID  
MAR 10 2006

I CHOOSE NOT TO PURCHASE INSURANCE

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Consignee is responsible for port of entry and all destination charges

Our Contact: **JACQUELINE ANDINO RIVAS**

BALANCE DUE  
\$0.00

AEL

169 Frelinghuysen Ave., Newark, NJ 07114 Tel: (973) 824-2333 FAX: (973) 824-8319 [www.shipit.com](http://www.shipit.com) e-mail: [ael@verizon.net](mailto:ael@verizon.net)

**1-ENTIRE AGREEMENT:** The following represents the entire agreement of the parties. Customer acknowledges that there are no other terms or conditions written or otherwise, except the Bill of Lading or Airway Bill. All shipment to or from the customer, which term shall include the exporter, importer, sender, receiver, owner, consignor, consignee, transfer or transferee of the shipment will be handled by the forwarder and/or NVOCC handling this shipment.

**2-INSURANCE:** When customer chooses not to purchase cargo insurance company's liability shall be limited to 10 cents per pound. Release value per article, not exceeding \$500.00 per Bill of Lading. The company assumes no liability for the Acts or Omissions of third party, unless a greater value is declared by customer in writing and additional transportation charge is paid. In case of purchase of cargo insurance, customer acknowledges the full understanding of terms of coverage including deductibles and exclusions.

Furthermore, the company will make reasonable effort to effect fire, theft and other insurance upon specific written request. Any insurance placed shall be governed by the insurance certificate. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the company shall not be under any responsibility of liability in relation thereto.

**3-DELAYS AND LOSSES:** The company assumes no responsibility for loss or delay. Loss, delay or damage does not excuse payment.

**4-GENERAL LIEN ON ANY PROPERTY:** The company shall have a special and general lien on all properties and documents of the customer in its possession, custody or control for property and charges related thereto, are pursuant the uniform commercial code of state of California.

**5-FREIGHT AND CHARGES:** Freight charges shall be deemed earned in full on receipt of the goods by the company and payment shall be paid by the customer immediately upon billing. Payment of same is a pre-condition for any claim for delay, loss or damage to goods. Late charges shall accrue at the rate of 1.5% per month after billing. In the event of freight collect shipment, charges are due and payable by the consignor, if consignee refuses the goods or payment of the freight charges.

**6-ATTORNEY FEES AND COSTS:** In the event company shall retain an attorney to represent it, the prevailing party shall be awarded the reasonable costs and attorney fees as may be fixed by court. All parties agree all claims or disputes shall be resolved by Commercial arbitration in Newark, NJ pursuant to the rules of the American Arbitration Association.

**7-SHIPPING COSTS:** All estimates provided by the company are only a guideline and does not bind the company as the final shipping costs. The final shipping data, such as weights and measurements shall govern the final shipping costs upon full inspection by the company. Unless otherwise indicated, shipping costs does not include destination costs such as port fees, unloading fees, agents fees, demurrage, customs clearance, etc.

**8-COMPANY ACTING AS FORWARDER:** When company represents the customer as a freight forwarder, customer authorizes the company to choose and select carrier at its discretion and prepare documentation on customers behalf. Upon request, we shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relative to these charges.

The company has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the United States Shipping Act of 1984. Shipper and consigner agree all disputes shall be resolved by commercial arbitration in Newark, NJ USA only pursuant to the rules of the American Arbitration Association.

**9-MODE OF TRANSPORTATION:** The company whether acting as forwarder or carrier may carry goods under terms of the transport documents which may include multimodal transportation from the origin to destination as applicable.

**10-CARGO:** Company is not liable for the content of the packages or boxes which have been prepackaged by the customer or its vendor whether sealed or not, company will be liable for total piece count of the boxes regardless of the internal contents or their condition. Claims on losses may be established based on the complete inventory list prepared and signed by the customer prior delivery to the company and verification of the same at the receiving end.

**11-NO RESPONSIBILITY FOR GOVERNMENTAL REQUIREMENT:** Customer is responsible to comply with governmental requirement whether in U.S. or at destination or other countries in route. In case of governmental intervention for purpose of inspection of goods or any other reasons, the company shall reflect any and all incidental costs which accrue due to such interventions to the shipper or consignee as applicable.

**12-DESTINATION CHARGES:** Charges to destination such as port charges, unloading fees, agency fees and customer claims are to be paid by customer unless specified and paid in advance.